



Commio, LLC  
11320 Hwy 620 N, Suite: A031  
Austin, Texas 78726

Received & Inspected

June 30, 2016

JUL 01 2016

FCC Mailroom

**VIA OVERNIGHT DELIVERY**

Marlene Dortch, Secretary  
Federal Communications Commission  
445 12th Street SW  
Washington, DC 20554

RE: COMMIO, LLC, APPLICANT FOR AUTHORIZATION TO OBTAIN  
NUMBER RESOURCES PURSUANT TO SECTION 52.15(G) OF THE  
COMMISSION'S RULES (WC16-196)

Dear Ms. Dortch,

Please find two copies of the confidential Exhibit A and letter (submitted via ECFS) for commio's application (WC 16-196).

Sincerely,

  
Sam Shiffman

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**VIA ECFS to:**

Marlene Dortch, Secretary  
Federal Communications Commission  
445 12th Street SW  
Washington, DC 20554

Re: COMMIO,LLC, APPLICANT FOR AUTHORIZATION TO OBTAIN NUMBER  
RESOURCES PURSUANT TO SECTION 52.15(G) OF THE COMMISSION'S RULES

Dear Ms. Dortch:

Pursuant to Section 52.15(g)(3)(i) of the Commission's Rules, commio, LLC. hereby submits additional information to the full application filed on April 25, 2016.

The information includes that after receipt of numbering authorization, commio, LLC intends to request numbers over time in at least the following states: Arizona, California, Colorado, Nevada, New York, Oregon, Pennsylvania, Texas, Utah, and Washington.

commio confirms that no foreign governments, individuals, or corporations has 10% or more ownership of commio, LLC.

In reference to FCC's Report & Order 15-70 Telephone Number Requirements for IP-Enabled Services Providers footnote 131<sup>1</sup> commio's Filer 499 ID is 831621, and the current status on universalservice.org is Active and not in a "red light" status. The term 'entity'<sup>2</sup> in Form 477 does not apply to commio because commio does not currently provide interconnected VoIP service to revenue-generating end-user customers or have broadband connections in service to an end user, therefore commio currently is not required to file Form 477 at this time. commio will file Form 477 once the term 'entity' is applicable to commio.

Sam Shiffman, commio's President, meets the application requirement of providing the applicant's key technical and management personnel as required by 47 CFR 52.15(g)(3)(i)(F). Mr. Shiffman is not being and has not been investigated by the FCC, or any law enforcement, or regulatory agency for failure to comply with any law, rule, or order.

commio, respectfully requests that, pursuant to Sections 0.457 and 0.459 of the

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<sup>1</sup> Footnote 131 – "Bureau staff will check the applicant's status under the Commission's "red light rule," which restricts processing of applications filed by parties with outstanding debts owed to the Commission. See 47 C.F.R. § 1.1910. Bureau staff will also verify that the applicant filed its Form 477 and Form 499 forms, if **applicable**"

<sup>2</sup> <https://transition.fcc.gov/form477/WhoMustFileForm477.pdf>

Commission's rules, 47 C.F.R. §§ 0.457 and 0.459, the Commission withhold from public inspection and accord confidential treatment to Exhibit A-Statement to the application because that document contain sensitive trade secrets and commercial information that falls within Exemption 4 of the Freedom of Information Act ("FOIA")<sup>3</sup>. commio, LLC is voluntarily providing this information, "of a kind that would not customarily be released to the public"; therefore, this information is "confidential" under FOIA<sup>4</sup>. Moreover, commio would suffer substantial competitive harm if this information were disclosed<sup>5</sup>.

Exhibit A is accordingly marked with the header "SUBJECT TO REQUEST FOR CONFIDENTIAL – NOT FOR PUBLIC INSPECTION"

In support of this request and pursuant to Section 0.459(b) of the Commission's rules<sup>6</sup>, commio hereby states as follows:

**1. IDENTIFICATION OF THE SPECIFIC INFORMATION FOR WHICH CONFIDENTIAL TREATMENT IS SOUGHT.<sup>7</sup>**

commio seeks confidential treatment of Exhibit A to the enclosed application.

**2. DESCRIPTION OF THE CIRCUMSTANCE GIVING RISE TO THE SUBMISSION.<sup>8</sup>**

commio is submitting as Exhibit A it's agreement between commio and its Carrier partner for routing to ILECs as requested by Commission staff.

**3. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION IS COMMERCIAL OR FINANCIAL, OR CONTAINS A TRADE SECRET OR IS PRIVILEGE.<sup>9</sup>**

The information for which commio seeks confidential treatment contains sensitive commercial information "which would customarily be guarded from competitors."<sup>10</sup> Exhibit A describes the agreement between commio and our Carrier Partner in support of commio's Proof of Readiness. This description contains proprietary commercial information.

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<sup>3</sup> 5 U.S.C. § 552(b) (4).

<sup>4</sup> See *Critical Mass Energy Project v. NRC*, 915 F.2d 871, 879 (D.C. Cir. 1992).

<sup>5</sup> See *National Parks and Conservation Ass'n v. Morton*, 498 F.2d 165 (D.C. Cir. 1974).

<sup>6</sup> 47 C.F.R. § 0.459(b).

<sup>7</sup> 41 C.F.R. § 0.459(b) (1).

<sup>8</sup> 47 C.F.R. § 0.459(b) (2).

<sup>9</sup> 47 C.F.R. § 0.459(b) (3).

<sup>10</sup> 47 C.F.R. § 0.457(d) (2).

**4. EXPLANATION OF THE DEGREE TO WHICH THE INFORMATION CONCERNS A SERVICE THAT IS SUBJECT TO COMPETITION.<sup>11</sup>**

Exhibit A contains information relating to commercial matters that could be used by competitors to commio's disadvantage. Detailed operations and commercial information of the type provided by commio could compromise commio's position in this highly competitive industry. Release would therefore result in substantial competitive harm to commio.

**5. EXPLANATION OF HOW DISCLOSURE OF THE INFORMATION COULD RESULT IN SUBSTANTIAL COMPETITIVE HARM.<sup>12</sup>**

Competitors could use commio proprietary commercial and operational information to commio's detriment as they would gain access to sensitive information about how commio provides services as well as about commio's commercial agreements with others in the market that are not normally disclosed to the public.

**6. IDENTIFICATION OF ANY MEASURES TAKEN BY THE SUBMITTING PARTY TO PREVENT UNAUTHORIZED DISCLOSURE.<sup>13</sup>**

commio has not distributed the information in Exhibit A to the public.

**7. IDENTIFICATION OF WHETHER THE INFORMATION IS AVAILABLE TO THE PUBLIC AND THE EXTENT OF ANY PREVIOUS DISCLOSURE OF THE INFORMATION TO THIRD PARTIES.<sup>14</sup>**

commio has not previously disclosed the information in Exhibit A

**8. JUSTIFICATION OF THE PERIOD DURING WHICH THE SUBMITTING PARTY ASSERTS THAT MATERIAL SHOULD NOT BE AVAILABLE FOR PUBLIC DISCLOSURE.<sup>15</sup>**

commio requests that Exhibit A be treated as confidential for a period of 10 years. This period is necessary due to the proprietary nature of the information in Exhibit A.

**9. OTHER INFORMATION THAT COMMIO BELIEVES MAY BE USEFUL IN ASSESSING WHETHER ITS REQUEST FOR CONFIDENTIALITY SHOULD BE GRANTED.<sup>16</sup>**

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<sup>11</sup> 47 C.F.R. § 0.459(b) (4).

<sup>12</sup> 47 C.F.R. § 0.459(b)(5).

<sup>13</sup> 47 C.F.R. § 0.459(b)(6).

<sup>14</sup> 47 C.F.R. § 0.459(b)(7).

<sup>15</sup> 47 C.F.R. § 0.459(b)(8).

<sup>16</sup> 47 C.F.R. § 0.459(b)(9).

Ms. Marlene H. Dortch

June 30, 2016

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The information concerns commio's proprietary network information, related to current and planned commercial and operational information, and as such, is commercially sensitive.

For any questions regarding this application please contact me at 512-524-1595 or [abrown@bbatx.com](mailto:abrown@bbatx.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew S. Brown", with a stylized flourish at the end.

Andrew S. Brown

REDACTED FOR PUBLIC INSPECTION

EXHIBIT A

AGREEMENT BETWEEN COMMIO AND CARRIER PARTNER

## Exhibit A - Confidential

**Service Order - PSTN Control Service**

This Service Order – PSTN Control Service, dated April 15, 2016, is subject to and made a part of the Master Service Agreement Number CMIO160415-3001358 between **Commio LLC** ("Customer") and Peerless Network. This Service Order and the Master Service Agreement governs the sale and purchase of the Local Exchange Services described below. This Service Order Initial Term is one (1) year from the Service Commencement Date and renews for one (1) month periods unless either Party cancels the Service Order or MSA.

**1. Service Description.** Peerless will provide PSTN Control Service to the Customer to originate and terminate traffic to and from the Public Switched Telephone Network ("PSTN"). Service will be configured based upon incumbent LEC requirements, which may include using existing Peerless interconnection facilities or separate facilities dedicated to the Customer. *As a condition of Peerless PSTN Control Service, Customer is required to enter into the Peerless Transit and Local Termination Service Orders as specified below.* In the event Customer chooses to route additional traffic, Customer agrees to enter into the appropriate Service Orders as specified below.

**2. Customer Responsibilities.** Customer acknowledges and agrees that they are a certified Competitive Local Exchange Carrier ("CLEC"), ULEC, Wirelesses, PCS, or other LERG Provider Category in good standing in each applicable state and responsible for all regulatory requirements, including but not limited to:

- a) Establishing or opting into existing Interconnection Agreements with the appropriate Local Exchange Carrier ("LEC"); and
- b) Filing and maintaining appropriate interstate and intrastate tariffs with the appropriate regulatory agencies and organizations (including, e.g., NECA); and
- c) Obtaining a POI (CLLI) code in each designated location for service; and
- d) Obtaining all necessary industry identifiers including but not limited to; OCN, ACNA, LNP Service Provider ID (SPID); and
- e) Obtaining an "A" Block NPA-NXX and assigning a Local Routing Number (LRN) from the "A" Block. Central Office Code Assignment Guidelines shall include:
  - i. SW IDENT: Customer CLLI Code
  - ii. ACTUAL SW ID: Peerless Network provided CLLI Code per market; and
- f) Providing the "A" Block NPA-NXX and LRN to Peerless as soon as it is received by the Customer, but no later than seven (7) days after receipt; and
- g) Establishing an AOCN relationship with an AOCN provider for entering and maintaining all appropriate LERG designations; and
- h) Establishing and supporting all local number portability processes; and
- i) Implementing a solution for delivering/accepting all ancillary call types in accordance with all federal, state, and municipal laws, in addition to all Interconnection Agreement requirements. Ancillary call types include, but are not limited to, 911, E911, 311 Operator Services, Directory Assistance, 900, 500, 976 services; and
- j) Establishing at least one one-way outbound trunk group for local termination and transit services and two one-way inbound trunk groups between Customer and Peerless Network for the delivery of inbound local/intraLATA and interLATA traffic. Connections to Peerless Network will be made using Session Initiation Protocol (SIP) using either G.711 and/or G.729 codes unless mutually agreed upon to in writing by both parties; and
- k) Agreeing to enter into, and be bound by the terms and conditions of, the appropriate Service Order(s) (e.g., Voice Termination) in the event Customer chooses to route additional traffic; and
- l) Agreeing to be in compliance with all third party traffic termination arrangements, including primary toll carrier agreements, and optional and/or extended calling area plans; and
- m) Agreeing that it has authorization to send traffic to third party common carriers prior to delivering

## Exhibit A - Confidential



traffic to such carriers using PSTN Control; and

- n) Acknowledging that service is only available to Customer for use in providing local exchange and exchange access telecommunications services to its residential, business, and government end users within the Peerless network or its affiliates service areas. ("Eligible End Users") – except where, and only to the extent that, Customer is required to allow for the resale of its local exchange telecommunications services under state or federal law and that service may not be used for termination of "pass through" or transit access traffic if such use results in an arrangement that seeks to avoid the appropriate application of switched access charges. Eligible End Users being served by Customer using PSTN Control Service are referred to herein as "PSTN End Users;" and
- o) Arranging and bearing all costs of connection to its customers; and
- p) Routing all outbound local and local toll (intraLATA) traffic to Peerless and entering into Peerless Transit and Local Termination Service Orders, with rates for each state where service is provided; and
- q) Billing and collecting any Customer End User fees; and
- r) Submitting all orders to [orderentry@peerlessnetwork.com](mailto:orderentry@peerlessnetwork.com); and
- s) Billing and collecting any applicable End Office switched access fees, including Inter-carrier Compensation.

**3. Peerless Responsibilities:** In providing the PSTN Control Service, Peerless acknowledges and agrees that it (or a related subsidiary) will:

- a) Maintain appropriate interconnection facilities to the incumbent local exchange carrier tandem(s), and assist (as needed) in the ordering and provisioning of interconnection facilities with the incumbent LEC; and
- b) Coordinate any SS7 route sets as may be required for interconnection to the LEC; and
- c) Provide Customer with Peerless CLI Codes mentioned above; and
- d) Route all inbound traffic (local, intraLATA, interLATA, International) received to Peerless Network's tandem both directly or indirectly from another carrier to the Customer.
- e) Accept and route any 1+ or 8YY originated traffic from the Customer.
- f) Route originating local and intraLATA traffic from the Customer to Peerless on-net customers (excluding the ILEC) via Peerless' Local Transit Service, only with a valid Transit Service Order for this traffic as noted in Customer Responsibilities.
- g) Route originating local and intraLATA traffic from the Customer to off-net carriers (including the ILEC) via Peerless' Local Termination Service (see Peerless Network Local Termination Service Order, only with a valid Peerless Local Termination Service Order for this traffic as noted in Customer Responsibilities.
- h) Route originating interLATA traffic from the Customer to Peerless for termination via Peerless' Voice Termination Service, only if the Customer enters into the Peerless Voice Termination Service Order for this traffic.
- i) Provide Customer with a list of all on-net and off-net carriers based on LATA and OCN in each market service where local transit and local termination is established.
- j) Provide EMI records.
- k) Use commercially reasonable efforts to provision orders within twenty (20) days of receipt from Customer. Orders received after 3:00pm CST will be considered as received the next business day. Orders that are expedited will be assessed a fee of \$500.00 per order.

**4. Pricing.** The prices for PSTN Control Services are as follows:

PSTN Control Port Monthly Charges	[REDACTED]
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## Exhibit A - Confidential



Off-Net Local Transit*	Pursuant to the Peerless Network Local Termination Service Order
On-Net Local Transit*	Pursuant to the Peerless Network Transit Service Order
Outbound Long Distance*	Pursuant to the Peerless Network Voice Termination Service Order
* Customer must have valid Service Orders for this traffic.	

4.1 Rates are subject to change on one-hundred eighty (180) days written notice. Modification in rates may be in the form of new rates, charges and/or surcharges or through modification of existing rate elements which are used to determine rates and/or charges. Customer is liable for payment on any rate changes past the effective date as documented in a delivered rate modification notice. Unless explicitly stated, any pricing not covered in this Service Order is subject to the Applicable Tariffs covering such services. In addition, Peerless will not act as a billing intermediary or clearinghouse for Customer's billing.

4.2 Peerless may charge applicable tandem switched access rates to a third party for originating and/or terminating traffic to the Customer. If Peerless is charged by a third party for services typically billed to the end office provider (Customer), Peerless will pass through such charges to Customer. Customer acknowledges and agrees that Peerless is not responsible for any charges levied by any third party in connection with such traffic, including intercarrier compensation.

4.3 Customer will not charge Peerless any amounts in connection with any traffic exchanged under this Service Order including terminating and originating switched access fees for traffic utilizing a Peerless CIC Code.

4.4 Should the Customer provide Peerless proper notice of cancellation of this Service Order, Customer will use best efforts to migrate the traffic off of the Peerless network within thirty (30) days, but in no way should Company take more than sixty (60) days to finalize such migration. Customer is responsible for payment of all traffic until traffic is properly migrated off of Peerless' network.

5. **Coverage.** Peerless will provide a updated Routing Member List of available coverage when new markets become available

IN WITNESS WHEREOF, the Parties hereto have caused this Service Order – PSTN Control to be executed as of the day and year first above written.

**CUSTOMER: Commio LLC**

DocuSigned by:  
  
 By: 4196938A3219419...  
Sam Shiffman  
 Name: \_\_\_\_\_  
President  
 Title: \_\_\_\_\_  
4/21/2016  
 Date: \_\_\_\_\_

**Peerless Network, Inc.**

DocuSigned by:  
  
 By: DEF25670DE8C47E  
Richard Knight  
 Name: \_\_\_\_\_  
EVP Sales and Marketing  
 Title: \_\_\_\_\_  
4/17/2016  
 Date: \_\_\_\_\_